

VANDERSLICE DECL. EXHIBIT A5

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12 MAXIMILIAN KLEIN, et al., on behalf of
themselves and all others similarly situated,

13 Plaintiffs,
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15 v.

16 META PLATFORMS, INC., a Delaware
corporation,

17 Defendant.
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Case No. 3:20-cv-08570-JD

**Declaration of Non-Party Netflix, Inc. in
Support of Motion to Seal**

1 I, Brett Celedonia declare as follows:

2 1. I am Vice President and Associate General Counsel, Marketing, Advertising, Comms and
3 Consumer Products at Netflix, Inc. I submit this declaration in support of the parties' omnibus
4 sealing motions filed in connection with class certification and *Daubert* motions filed in this
5 matter.

6
7 2. Based on my work at Netflix, I have personal knowledge of the company's practices and
8 procedures for maintaining the confidentiality of its strategic, business, and financial information,
9 as well as the impact of publicly disclosing such information.

10
11 3. The contents of this declaration are true and correct to the best of my knowledge,
12 information, and belief, and are based on Netflix's policies and practices as they relate to the
13 treatment of confidential information and the materials that were provided to me and reviewed by
14 me, and/or informed by conversations with other knowledgeable employees of Netflix. If called
15 upon as a witness in this action, I could and would testify competently thereto.

16
17 4. I have reviewed redacted excerpts of various filings made by Meta Platforms Inc. in this
18 case which reference the terms of agreements between Meta and Netflix. I also understand that
19 the plaintiffs have made filings that reference terms of these same agreements.

20
21 5. Good cause exists to maintain the specific financial terms of the agreements under seal.
22 Netflix considers the specific financial terms of the referenced agreements between Netflix and
23 Meta to be confidential and, to my knowledge, those specific terms are not a matter of public
24 record. These financial terms were negotiated between Meta and Netflix and therefore reveal
25 confidential pricing and other business strategy.

6. Public disclosure of the specific financial terms of the referenced agreements could harm Netflix, who is not a party to this action. Disclosure of the specific terms could give Netflix's competitors insight into confidential pricing or cost information and insight into Netflix's confidential business strategy.

7. Netflix therefore requests that the Court maintain under seal the following figures and quotations:

- Dkt. Nos. 671-11, 675-4 (Advertiser Class Rebuttal Report of Catherine Tucker)
 - Footnote 258, quotation from agreement
 - Footnote 262, specific terms and figures.

8. I understand that certain portions of plaintiffs' filings also reproduce the same quotations and specific terms and figures. Although Netflix has not been provided with unredacted copies of those filings, Netflix requests that the corresponding portions of plaintiffs' filings be maintained under seal as well:

- Dkt. 642-6, Ex. 79;
- Dkt. 659-5, Ex. 3;
- Dkt. 675-4, Ex. 3

9. Netflix's request is narrowly tailored to only the specific financial terms of the referenced agreements. These filings are associated with non-dispositive motions and the specific financial terms of the agreement are not essential to the public's understanding of the class certification or *Daubert* motions at issue.

1 I declare under penalty of perjury that the foregoing is true and correct.

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3 Signed in California on Nov. 20, 2023

4 By: Brett Celedonia
5 Brett Celedonia

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